

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE**

In re:)	
)	Chapter 11
EXIDE TECHNOLOGIES, et al.,¹)	
)	Case No. 02-11125 (JCA)
Debtors.)	(Jointly Administered)
)	
)	
)	

**AFFIDAVIT OF PROPOSED
PROFESSIONAL AND DISCLOSURE STATEMENT**

Teresa S. Bowers, Ph.D., being duly sworn, deposes and says:

1. I am a Principal of GradCo LLC dba Gradient Corporation (“Gradient”), which firm maintains offices at 238 Main Street, Cambridge, MA 02142.
2. Neither I, Teresa Bowers, nor any partner, or other member thereof, insofar as I have been able to ascertain, has any connection with the above-captioned debtors and debtors in possession (the “Debtors”), their creditors, or any other party in interest, or their attorneys or accountants, except as set forth in this affidavit, as set forth on the Exhibit 1 attached here to.
3. Gradient, through me, and members of the firm, have represented and advised the Debtors as consultants with respect to risk assessment.
4. The Debtors have requested, and Gradient has agreed, to continue to represent and advise the Debtors pursuant to title 11 of the United States Code (the “Bankruptcy Code”) with respect to such matters. Additionally, the Debtors have requested, and Gradient proposes, to render the following services to the Debtors:

Risk assessment services pertaining to the Exide Reading facility in Reading, PA.
5. Gradient’s current customary hourly rates, subject to change from time to time, are (Exhibit 2). In the normal course of business, Gradient revises its regular hourly rates on January first of each year and requests that, effective January first of each year, the aforementioned rates be revised to the regular hourly rates which will be in effect at that time.
6. Before the date of the Debtor’s bankruptcy filing, Gradient has rendered services that have not been billed or that have been billed but with respect to which payment has not been received. The value of such services does not exceed \$18,196.14.
7. Except as set forth herein, no promises have been received by Teresa S. Bowers or any partner, auditor or other member thereof as to compensation in connection with these chapter 11

¹ Exide Technologies f/k/a Exide Corporation; Exide Delaware, L.L.C.; Exide Illinois, Inc., and Royal Battery Distributors, L.L.C.

cases other than in accordance with the provisions of the Bankruptcy Code, the Federal Rules of Bankruptcy Procedure, the Local Rules, orders of this Court, and the Fee Guidelines promulgated by the Executive Office of the United States Trustee.

8. Teresa S. Bowers has no agreement with any entity to share with such entity any compensation received by Exide.

9. Gradient and its partners, and other members may have in the past represented, currently represent, and may in the future represent the entities listed on the attached schedule that are creditors of the Debtors in matters totally unrelated to these chapter 11 cases. Gradient does not and will not represent any such entity in connection with these chapter 11 cases and does not have any relationship with such entity, or its attorneys or accountants that would be adverse to the Debtors or their estates.

10. The foregoing constitutes the statement of Gradient pursuant to sections 329 and 504 of the Bankruptcy Code and Bankruptcy Rules 2014 and 2016(b).

11. Neither I, Teresa S. Bowers, nor any partner, or other member thereof, insofar as I have been able to ascertain, holds or represents any interest adverse to the Debtors, or their estates in the matters upon which Gradient is to be engaged.

Dated: June 25, 2002

Teresa S. Bowers
Teresa S. Bowers, Ph.D.

Subscribed and sworn to before me
this 25 day of June, 2002.

Katherine M. Runtala
Notary Public
My Commission Expires: March first, 2007

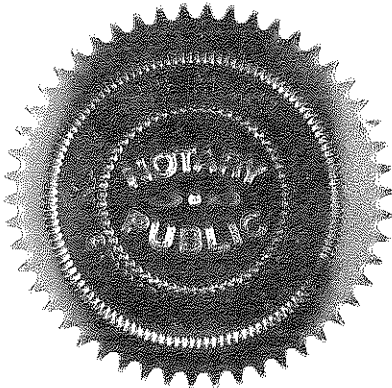


EXHIBIT 1

Creditors

DOE RUN COMPANY

Gradient has conducted a conflicts search in connection with this Affidavit. Besides the above entities, there are other entities involved in the Debtors' cases that may have an interest in or be creditors of the Debtors cases, which are also involved in unrelated matters with Gradient. Due to Confidentiality Agreements between Gradient and these entities, Gradient is unable to specifically identify these entities, but attests that Gradient's relationships with such entities are unrelated to these Chapter 11 cases.

EXHIBIT 2
Standard Commercial Terms

Engagement of GradCo, LLC, d/b/a Gradient Corporation ("Company") is subject to the following terms and conditions, under which the Company agrees to perform the work and services described in verbal or written statements of work between Client and the Company and referenced herein (the "Obligations").

1) Warranties and Standard of Performance

a) Company agrees to exercise reasonable care and to perform the Obligations in a competent and professional manner. If any valid failure to meet this warranty is claimed by the Client during the term of this Agreement, Company will correctly reperform the identified services upon timely, written notice to Company. COMPANY MAKES NO OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

b) Client recognizes that Company's work product, including opinions, may be limited by the information provided by the Client or another third party. Company can make no guarantees regarding the accuracy/validity of such information. Additional or revised information provided to the Company after substantial completion of the work may cause a change in the work product and additional costs.

c) Company review or preparation of reports, specifications, drawings, information or documents shall not relieve or lessen Client's responsibility to review such materials for quality, accuracy or completeness, before using or relying upon them.

2) Independent Contractor and Third Parties

a) In the performance of the Obligations, Company will act as an independent contractor. Nothing herein shall at any time be so construed as to create a relationship of partnership, principal and agent, or joint venture as between Company and Client.

b) The Obligations are performed solely for Client. No provision of this Agreement shall in any way inure to the benefit of any third person (including the public at large) so as to make any such person a third party beneficiary of this Agreement or any portion of it, or otherwise give rise to any cause of action in any person not a party hereto.

c) Unless otherwise expressly agreed to by an authorized agent of the Company, no party other than Client may rely upon, make use of, or be provided with the contents or copies of any data, letters, recommendations, conclusions, reports or other Company work products arising from or connected with the Obligations.

3) Licenses and Know-How

a) The performance of the Obligations shall not be interpreted or inferred to give, and Company does not transfer to Client, any rights, ownership or license to any Company software, proprietary know-how, special techniques, reference materials, engineering or technical tools or copyrighted materials used by it to perform the Obligations. Company shall own and have all rights to any patents or other intellectual property developed by any employee or agent of Company during the performance of Obligations. The disclosure of any information by Company to Client shall not confer any rights under any patents or patent applications presently held or subsequently obtained by Company.

b) Any information or ideas transmitted by Client to Company are not to be regarded as secret or submitted in confidence, unless such ideas have been reduced to writing, the ideas and data are clearly marked as secret or proprietary, and the parties have provided for confidentiality in a separate agreement signed by duly authorized representatives of both parties.

c) Unless specifically precluded by Client, Company reserves the right to describe its technical work in a generic way and Client's name in promotional material describing the Company's capabilities and experience. Company will not, however, divulge strategic or confidential information of the Client.

(continued on reverse)



Effective Jan. 1, 2002*

Technical Staff Category	Hourly Rate
Principal	\$ 250 - \$ 385
Principal Scientist	\$ 198
Senior Project Manager	\$ 180
Senior Associate	\$ 155
Associate	\$ 125
Senior Analyst	\$ 105
Analyst	\$ 85

Direct Project Support:

Senior Clerical \$59/hr., Clerical \$39/hr.

General and Administrative Charge of 12 percent is added to Other Direct Costs including Subcontractors and Travel.

Invoices will be submitted monthly for work in progress.

Payment Terms

Net 30 days for all uncontested portions of invoices. Past due invoices are subject to a monthly interest charge of 1.5% (18% APR) on any outstanding balance. Failure of Client to make timely or complete payments shall, at Company's sole discretion, be grounds to suspend or terminate performance.

* Subject to change in future years, with notice.



4) Delays and Liability

a) Company shall not be liable for delay in performance due to causes beyond its reasonable control, including but not limited to acts of God, acts of the Client or any of the Client's other contractors, acts of government authority, transportation delays (including travel and shipping), fires, strikes, priorities, floods, epidemics, or unusually severe weather.

b) In no event, whether in contract, warranty or tort, including negligence or otherwise, shall company be liable to client, its employees, directors, officers and shareholders, for special, incidental, exemplary or consequential damages including but not limited to, loss of profits or revenue, loss of reputation, cost of substitute services, or any other item of such damages.

c) Company's liability on any claim of any kind (excluding bodily injury), whether based in contract, warranty, or tort (including negligence, or otherwise), for any loss or damage arising out of, connected with or resulting from this Agreement or from Company's performance of the Obligations, shall in no case exceed the greater of \$10,000.00 or the total of the sum paid by Client under this Agreement.

d) Company's liability for any claim or matter whatsoever arising or connected with this Agreement shall terminate one (1) year after substantial completion of the work.

e) Company is not responsible for claims or damages caused by Client or any of Client's other contractors and Client will hold harmless and defend Company in such cases.

5) Choice of Law and Severability

a) This agreement will be governed, administered, and interpreted in accordance with the laws of the State of Massachusetts. The unenforceability of any provision of the Agreement in a specific situation shall not affect the enforceability of that provision in another situation or the remaining provisions of this agreement.

6) Termination

a) Either party may terminate this Agreement by giving the other party seven (7) days written notice. Termination of this Agreement or the Obligations for any reason shall not affect or minimize the respective rights, obligations, and limitations of liability contained herein. If terminated by Client for cause, client agrees to provide Company a reasonable cure period to correct any deficiencies, identified in writing, to avoid such termination. If terminated by the client for convenience, Company shall be entitled to full payment for all services rendered up to the termination date, including costs incurred as a result of the termination.

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